



**HINDUSTAN COPPER LIMITED**  
**INDIAN COPPER COMPLEX**  
**P.O. GHATSILA - 832303**  
 Website : [www.hindustancopper.com](http://www.hindustancopper.com)

Ref. No.: I-14158-GEM-MBR-NG ePBG@5%, EMD= Rs. 35,600/-	Please note that your on-line quotation are invited through <u>GeM Portal</u>
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**Sub: Procurement of Mobile C-Arm Machine**

Online Tenders are invited through above Portal in Two Part Bid system for supply of following materials at our Indian Copper Complex Unit, Ghatsila, Dist. East Singhbhum, Jharkhand-832103: -

S.No.	Item Code	Material Description	Unit	Qty.
1	011300198	MOBILE C-ARM MACHINE WITH FPD	NUMBER	1

**Note:** L-1 will be decided on overall L-1 basis

**Note to Bidder:**

- (i) Price submission by the bidders either in hard copies or in the techno-commercial part-1 bid or in their letter head shall be summarily rejected.
- (ii) Only Payment term 30 days credit after receipt & acceptance of material will be accepted.
- (iii) Delivery Period: 45 days from the date of issue of work order.
- (iv) Inspection of materials at our stores will be final.
- (v) Offer must be submitted for destination, delivery of materials at our ICC Works Hospital Store, Moubhandar basis. Supplier shall arrange transporter and deliver materials as freight paid basis.
- (vi) Delivery Address: Store-in-Charge, ICC Works Hospital Stores, Hindustan Copper Limited, Indian Copper Complex, PO: Moubhandar, Dist. East Singhbhum, Jharkhand – 832103.

**EARNEST MONEY DEPOSIT (EMD):**

The offer should accompany with an amount of Rs. 35,600/- (Thirty Five Thousand Six Hundred only) towards Earnest Money Deposit is to be submitted in RTGS/NEFT. Offers without Earnest Money will be rejected outright. Similarly, EMD in any other form will not be accepted. The EMD provided by the tenderers along with the tenders should be returned to the unsuccessful tenderers within thirty days from the date of opening of price bid / placement of purchase order/signing of the job contract, whichever is earlier.

However, SSI units registered with NSIC are exempted from payment of EMD against valid documentary proof, which has to be submitted along with Techno-Commercial Bid.

**The following are exempted from submission of EMD**

- i. **Public Sector Undertakings /Govt. Dept/Govt. Institutions**
- ii. **Micro and Small Enterprises registered with Districts Industries Centers (DICs) / Khadi & Village Industries Commissions (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises up to the extent of their monetary limit.**  
**For MSEs, the exemption from submission of EMD is to be granted only for the items for which they are registered with the concerned authorities.**

- iii. **Original Equipment Manufacturers (OEMs).**

## ATC – Additional Terms & Conditions (14158)

Our Bank Details is as follows:	
State Bank of India. Branch- Moubhandar. Dist. East Singhbhum Jharkhand-832103.	IFSC CODE- SBIN0001484 Branch Code- 001484 A/C. No. 00000011524102778
Our GST No : 20AAACH7409R1ZF	

Bidder has to upload scanned copy/proof of the Online Payment towards EMD submission.

If the bidder withdraws or modify their bids during the period of validity of tender etc, they will be suspended for next Six (06) Months from the date of issue of suspension letter for participation in the future tender of HCL/ICC.

### Annexure-I (PQC)

1. The party must be the Manufacturer or their valid authorized dealers. In case of authorized dealership, valid documentary evidence must be submitted along with technical bid (part-I) of the offer.

The party has to submit documentary proof of execution of previous supply, installation and commissioning of C-Arm Machine or related job in PSU / Government Organizations / Listed Organizations (Having CIN but not as PVT. Ltd.) The value of executed order within last seven years ending last day of the month previous to the date of publication of the enquiry as follows:

**i) One (1) executed Order copy of basic value not less than Rs 14.24 Lakhs OR**

**ii) Two (2) executed Order copies of basic value not less than Rs 8.90 Lakhs for each OR**

**iii) Three (3) executed Order copies of basic value not less than Rs 7.12 Lakhs for each**

2. The Bidder shall have positive net worth as per their latest audited financial statement. Relevant documentary evidence containing Profit & Loss Statement and Balance Sheets for immediate preceding three (3) consecutive accounting years ending March-2024 has to be provided. Balance sheet, Profit & Loss Account duly audited, stamped and signed by CA/CA Firm mentioning UDIN, FRN and MRN for Financial Year 2021-22, 2022-23 and 2023-24 are to be enclosed.

The bidder should have an average annual turnover of **Rs. 5.34 Lakhs** in the last three preceding financial years.

### Annexure-II (Technical Details)

#### **Technical Specification of Digital Flat Panel Detector Mobile C -Arm System with Digital Subtraction Angiography:**

##### **1.GANTRY / C-ARM.**

- The system should have a minimum of 80cm free space within the C-Arm to provide a large imaging space.
- The C-arm depth should be 70 cm or deeper to provide a large imaging space and C-arm clearance around the patient and the imaging table.
- The C-arm should have a manual angulation of +/-200 degrees to allow the imaging chain to accomplish angled projections.
- The C-arm field of view should be a square field of view for better ROI coverage.
- The C-arm should have orbital movement of + 90 / - 45 degrees for better penetration in Crania/caudal movement.

- f) The system should have at least 40cm of motorized vertical C-Arm travel capability to adjust the imaging chain height.
- g) The C-arm should provide side to side (wig-wag) and the horizontal travel movements to allow panning during an imaging.

**2. GENERATOR & X-RAY TUBE.**

- a) The generator should be Micro Processor controlled converter type with output of 12 KW or more and minimum 50 kHz frequency (or higher).
- b) The system should operate in full capacity on 220 volts AC, 15 amps.
- c) Fluoroscopic kVprange : 40-120kVp or more
- c) Fluoroscopic mA range : 4 mA - 60 mA
- d) Radiographic kVprange : 40-120kVp or more
- e) Radiographic mA range : Minimum 100mA
- f) The generator should be capable of providing pulse fluoroscopy with pulse rates upto 25 frames/sec.
- g) The X-ray tube should be a rotating anode X-ray tube type.
- h) The tube should have additional safety filtration for the stray or scattered radiation i.e. cu filters.
- i) Focal spot size should be 0.3mm & 0.6mm dual focal spots.
- j) Anode heat storage capacity should be 300 KH.U. or higher
- k) Anode cooling capacity should be 70 KHU/min. or higher
- l) The tube housing heat storage capacity should be a minimum of 2000KHU.

**3. FLAT PANEL DETECTOR SYSTEM.**

- a) The system should have a Flat detector of CSI with Amorphous Silicon doping.
- b) The Size of the detector should be of min 28 cm X 28 cm.
- c) The pixel size should be 200 micron or less
- d) The system should be equipped with two high-resolution 18" LCD/TFT medical grade monitors or more.
- e) The system should provide a last image hold capability that the last image is displayed on the active monitor after the termination of an exposure.
- f) The system should be equipped with touch control panel.
- g) The system shall allow the user to change the image orientation on the display screen during a live exposure or using the last image hold. Those functions include image rotation, and top to bottom image reversals.

**4. DIGITAL SYSTEM & IMAGE MANAGEMENT.**

- a) The system should have multi patient data base for handling large quantities of image, including dose management report.
- b) The system should automatically select proper imaging parameters, kVp and mA during an imaging, but also provide the user to over-ride these setting manually.
- c) Real time and automatic brightness and contrast should be provided to optimize displayed image.
- d) The system should provide a real – time post processing edge enhancement capabilities to get better image quality according to the density of the tissue. An electronic zoom function, an automatic save function to hard disk, Mosaic Display.
- e) The system should be capable of saving more than 5000 images to the internal hard disk and retrieve stored images later.
- f) It should have facility to record on line fluoroscopy.
- g) It should have facility for image and fluoro sequences retrieval on a CD/DVD/Pen drive.
- h) System should have facility for DICOM connectivity and DICOM Ready. All DICOM functions (DICOM Send/Storage Commitment, DICOM Print, DICOM Query/Retrieve, and DICOM Work list/MPPS) should be offered.

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- i) Software to enhancement the contrast of image with respect to density of organ should be offered, allowing the contrast of structures to be emphasized without loss of information in bright and dark image areas.
- j) System should have digital acquisition with and without subtraction.  
It should have road map facility for intervention.

**7.Suitable online U.P.S.** to run the system for at least 15 minutes should be quoted with the system.

### **8. STANDARD ACCESSORIES**

- a) Four lead 0.5mm aprons (vest and skirt type for extended period of use).
- b) Four thyroid shields (lead 0.5mm) .
- c) Four gonadal shields (All sizes both for male and female).
- d) Radiation protection eye wear (weight not exceeding 55 gm):Two in number(design to be finalized based on users in the department).
- e) Radiation protection fit over eye wear to fit over existing glasses weight not exceeding 100 gm):Two in number
- f) Radiation protection head wear (0.5mm lead): Four

### **9. PROPER CERTIFICATION MUST BE PROVIDED.**

- a) ISO 9001:2015
- b) ISO 13485:2016
- c) IEC 60601 or IS 13450 : 2023

**10.** The unit should be AERB type approved. NOC not accepted. The company should have CDSCO license and copy should be submitted. The supplier should assist in AERB related works.

**11. Post installation demonstration must be given.**

**12. WARRANTY:** Two (2) years.

**13. Descriptive Manual must be provided.**

**14. OEM must have presence in Indian market for after sales service center in Kolkata or Jamshedpur, Ranchi Jharkhand.**

## **Annexure-III (Terms and Conditions)**

### **A. Terms & Conditions**

**1) TERMS OF PAYMENT:** Payment within 30 days (interest Free Credit) after receipt, Trial run and acceptance, of the material at our Stores. "No other payment terms except 30 days credit payment term is acceptable. Offers received other than credit payment term of NIT is liable for rejection". The company shall release the payment due to the supplier electronically. The e-payment facility is available under INTERNET mode through SBI. The supplier shall submit duly filled Bank Mandate form (Annexure-IV) in duplicate with due authentication from their banker along with a copy of cheque to avail e-payment /RTGS facility. The prescribed Mandate form is enclosed.

**2) GST COMPLIANCE BY CONTRACTOR / SUPPLIER:** "GST will be paid extra by HCL to be claimed in the bills so that HCL can avail Input Credit Tax for the same. No subsequent claim on this account will be

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entertained by HCL. The GST shall be deposited with the Government by the contractor/supplier in accordance with the statutory provisions of the GST Law. Further, the contractor/supplier agrees that he shall maintain high GST compliance rating track record at any given point of time and consents to the following:

- a) The details of outward supplies made by the contractor/supplier to HCL will be uploaded in Form GSTR-1 by 11th of the month following the month/quarter for which the return is to be filed.
- b) Once contractor/supplier has uploaded the details of outward supplies in Form GSTR- 1, contractor/supplier agrees to file the return in Form GSTR-3B by 20th of the month succeeding the month/quarter for which return is to be filed without any delay.
- c) Wherever contractor/supplier is required to issue e-invoice containing all the particulars as specified in Form GST INV-01 in terms of Rule 48(4) of the CGST Rules, it is agreed that contractor/supplier will comply with such e-invoicing requirements.
- d) In case the Input Tax Credit of GST is denied or demand is recovered from HCL on account of any non-compliance by contractor/supplier, including non-compliance with e-invoicing provisions, delay or non-filing of Form GSTR-1 and Form GSTR- 3B, nonpayment of GST charged and recovered, contractor/supplier shall indemnify HCL in respect of all claims of tax, penalty and/or interest, input tax credit, loss, damages, costs, expenses and liability that may arise due to such non-compliance
- e) Notwithstanding any other clause of the tender document the payment to the contractor/supplier shall be made only upon invoices being reflected in FOMR GSTR-2A/2B of the relevant month."
- f) TDS as per Income Tax Act and Goods & Service Tax Act shall be deducted at the time of payment, wherever applicable.

### 3) PERFORMANCE BANK GUARANTEE (PBG):

**3.0** The successful bidder, hereinafter called the Contractor shall be required to deposit 5% of the total Work Order value for the contract (inclusive of all, on overall value) for Security Deposit. It is to be deposited in RTGS/NEFT or ePBG/ Bank Guarantee in HCL's format (Annexure-V) from a Scheduled Commercial Bank (except Co-Operative and Gramin Bank) as Security Deposit within 30 (Thirty) days of issue of LOI / Work Order, whichever is earlier. The BG shall be valid for **Twelve (12) months** from the date of issue of LOI / Work Order, whichever is earlier. **The contractor would be required to extend the validity of bank guarantee from time to time as per provision of the Purchase Order.**

Successful bidder shall deposit penal interest on a pro-rata basis on account of any delay towards submission of Security Deposit amount after assigned period of 30 days of issue of LOI/Work Order.

**3.1** Payment to the contractors shall be kept withheld till receipt of Security Deposits as above. The payment to the Contractor as per terms of the contract shall be effected only after the required Security Deposits has been submitted by the Contractor.

**3.2** The Security Deposit shall bear no interest and refund will be as per provision of the Contract.

**3.3** The method of submission of Bank Guarantee is as below:

**3.3.1** The bank guarantees issued by the issuing bank on behalf of the successful bidder in favour of Hindustan Copper Limited (HCL) shall be in hard copy in original on stamp paper as well as Structured Financial Messaging System (SFMS).

**3.3.2** HCL has chosen State Bank of India to act advising/beneficiary bank of HCL. The bank issuing the guarantee should choose this bank to send confirmation through SFMS.

**3.3.3** The details of beneficiary (i.e. HCL) for issue of bank guarantee through SFMS platform is as furnished below:

Our Bank Details is as follows :	
State Bank of India. Branch- Moubhandar. Dist. East Singhbhum Jharkhand-832103.	IFSC CODE- SBIN0001484 Branch Code- 001484 A/C. No. 00000011524102778

Our GST No : 20AAACH7409R1ZF
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**3.3.4** The Successful bidders are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

**3.3.5** The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India Branch- Moubhandar (IFSC- SBIN0001484), to aid in the process of confirmation of Bank Guarantee.

**3.3.6** The BG shall also have a clause that "The BG shall be operable including encashment at issuing bank's any local branch in Ghatsila / Jamshedpur"

**3.3.7** The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Hindustan Copper Limited, Indian Copper Complex at Ghatsila by Speed Post /Registered Post (AD).

**3.4** The Company shall be at liberty to deduct and appropriate from the Security Deposit such penalties and dues as may be payable by the Contractor under the contract and the amount by which the Security Deposit shall get diminished will be made good by further deduction from the Contractor's subsequent bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

**3.5** The Company shall have the full right to forfeit and appropriate the security deposit on breach of any of the terms and conditions laid down herein or will be applicable in future, without prejudice to the rights of the Company or otherwise available under the law.

**3.6** Any dues of the Company against the Contractor under the contract resulting from award of work to some other agency at the risk and cost of the Contractor shall be adjustable against the security deposit and if SD is insufficient, the same shall be recovered from the Contractor.

**3.7** In case of termination of the contract by the Contractor, the Company shall have the right to forfeit the Security Deposit.

**3.8** On due and satisfactory performance and completion of the contract in all respect and settlement of final bills, the Security Deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate in the form as may be prescribed by the Company.

**3.9** In case of repeat order placed on the successful tenderer, subject to their satisfactory performance, the validity of SD provided for the original order shall be extended suitably by the successful tenderer to cover the additional quantity awarded in the repeat order. The same shall also be applicable in case Option Clause is invoked.

**3.10** The Security Deposit should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/contractor, including warranty obligations.

**3.11** The Security Deposit will be forfeited and credited to HCL's account in the event of a breach of contract by the contractor. The Security Deposit shall be forfeited in case the successful bidder fails to honor contractual obligations. Security Deposit shall be refunded to the contractor without interest, after successful performance and completion of the contract in all respects but not later than 60 (sixty) days of completion of all obligations including the warranty under the contract, subject to recovery of claim if any.

**3.12** Security Clause shall not apply to the: 1) Public Sector Undertakings, 2) Government departments/Government institutions and 3) OEMs

**4) PERFORMANCE GUARANTEE:** The supplier shall stand Guarantee/Warranty for the supplied material for minimum 24 months from the date of installation or from the date of supply whichever is earlier.

**5) TDS:** Tax under Income Tax Act and Goods and Service Tax Act shall be applicable at the time of payment.

**6) REJECTION AND REMOVAL OF REJECTED GOODS:** If Testing and Inspection reveals that the goods do not comply with the specifications, they shall be rejected. The rejected goods will have to be lifted by the supplier at their own cost within a month of receipt of rejection advice from HCL.



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- 7) REPLACEMENT OF REJECTED GOODS:** You will replace rejected goods within 15 days from the date of our intimation. In case, it is not done, ground rent as per HCL standard norm shall be charged.
- 8) DEBARRED FOR PARTICIPATION IN TENDER:** If the supplier withdraw or modifying their offers during the bid validity period or after placement of purchase order or do not execute the Purchase Order within the delivery period or backs out, such supplier shall be debarred from participation in future tender of HCL/ICC for next six (6) months. HCL/ICC procures the materials at the suppliers risk & cost.
- 9) DELIVERY OF MATERIAL:** At ICC Works Hospital Stores, Moubhandar, by their own arrangement of transportation.
- 10) MATERIAL DELIVERY ADDRESS:** Store-in-Charge, ICC Works Hospital Stores, Hindustan Copper Limited, Indian Copper Complex, PO: Moubhandar, Dist. East Singhbhum, Jharkhand – 832103.
- 11) RISK PURCHASE:** The supply of above item should be made as per the laid out specification and within stipulated delivery period failing which the Purchaser reserves the right to purchase materials from other sources at supplier's risk and cost in addition to the L/D stipulated in Clause No. B. 1.
- 12) FIRM AND FIXED PRICE:** The price quoted shall remain **FIRM & FIXED** till the completion of order.
- 13) DELIVERY SCHEDULE:** Within 45 days from the date of issuance of WO/Letter of Intent whichever is earlier.
- 14) INSPECTION:** Inspection of materials shall be carried out at our premises/Store, Indian Copper Complex, ICC Works Hospital Stores after receipt of goods and shall be final and binding on seller, HCL reserves the right to get the items inspected prior to dispatch at any stage, if desired so.
- 15) CANCELLATION/TERMINATION:** Hindustan Copper Limited reserves the right to cancel/terminate in full or part of the ordered quantity during the currency of the contract without assigning any reasons.
- 16) EXCLUSION OF LIABILITY FOR PAYMENT OF INTEREST:** The Company shall not be liable for payment of any interest on the amount that may become payable to the contractor under this contract and matters connected therewith. Only the competent authority of the company can do any waiver of any clause of this contract.
- 17)** Any order resulting from this enquiry shall be governed by the terms and conditions in addition to those mentioned in order. **Where counter terms and conditions have been offered by the supplier, the purchaser shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser.**
- 18. OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- 19. Option clause** shall be applied in exceptional circumstances, where there is no downward trend of price & the performance of party is satisfactory.
- 20.** Acceptance of all the terms and conditions as per GeM Bid document should be confirmed.
- 21. RIGHT OF ACCEPTANCE:**

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The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered.

The Company has the right to reject any or all the tenders received in part or full without assigning any reason thereof.

The Company has the right to cancel the enquiry or extend the due date of receipt of quotation without assigning any reason thereof.

While submitting tender on-line the vendors cannot access the tender after the expiry of the due date and specified time of the enquiry.

Any dispute arising out of this enquiry shall come under the sole jurisdiction of the District Court of Ghatsila, Jharkhand. Any dispute arising out of the supplied material will be as per Clause of Jurisdiction of Court.

**22. APPLICABLE LAWS:** The Indian Acts will be applicable in all matters.

**23. STATUTORY REGULATIONS:** The supply, dispatch and delivery of material shall be arranged by the supplier in strict conformity with the all applicable statutory regulations. HCL/ICC disowns any responsibility on account of violation of statutory provisions, any irregularities or contraventions of any of the statutory regulations in manufacture and the supply of the said material covered by the order.

**24. RECOVERY OF SUM DUE :** Whenever any claim arises against the contractor for payment of any sum of money out of or under the order, HCL shall be entitled to recover such sums any time from the contractor under this or any other order of the contractor with HCL. In case the amount of existing bill is not sufficient for recovery of pending dues, the contractor shall pay to HCL the balance remaining dues immediately.

**25. DEMURRAGE / DETENTION CHARGE:** Demurrage / detention charges or any other claims paid by the company for reasons attributed to the contractor shall be recoverable from the contractor's account. The decision of the Engineer-in-Charge in this regards shall be final and legally binding on the contractor.

**26.** The company does not accept any responsibility for delay in work, for any loss to the contractor due to non-supply of water and electricity or any other material/service provided by HCL's Unit at Indian Copper Project.

**27. NO ASSIGNMENT:** The order when placed shall not be assigned to any other agency by the supplier.

**28. EVALUATION OF TENDER:** Overall L-1 basis, including all cost components, delivery up to our Store.

**29. MSME:**

1) Micro and Small Enterprises [MSEs] shall be eligible for availing all the benefits as laid down under the Public Procurement Policy for MSEs [Order 2012].

2) The condition of prior turnover and prior experience shall be relaxed for Start-up Medium Enterprises [whether MSEs or otherwise] subject to meeting of quality and technical specifications of the tender.

3) The parties participating in the bidding shall have to provide documentary evidence of being registered as MSMEs to avail benefits available in this segment.

**30. POLICY FOR MSEs UNDER PUBLIC PROCUREMENT BILL 2012:**

Those MSEs which are registered with Districts Industries Centers (DICs) / Khadi & Village Industries Commissions (KVIC)/ Khadi& Village Industries Board (KVIB) / Coir Board/ NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium enterprises are eligible for availing benefits under the Public Procurement Policy.



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In tender, participating MSEs quoting price within band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately.

Policy is meant for procurement of only goods produced and services rendered by MSEs.

Out of 25% target of annual procurement from MSEs, a sub target of 4% (Four per cent) is earmarked for procurement from MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) Entrepreneurs and 3% for procurement from Women owned MSEs. However, in the event of failure of such MSEs to participate in tender process or meet tender requirements and L1 Price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs will be met from other MSEs. MSEs participating against the tender should submit necessary documentary evidence for availing the facility of the policy. The MSEs owned by SC/ST has to submit caste certificate issued by competent authority along with the offer.

MSEs would be treated as owned by SC/ST entrepreneurs:

In case of proprietary MSE, proprietor(s) shall be SC/ST

In case of partnership MSE, the SC/ST partners shall be holding at least 51% (Fifty-One per cent) shares in the unit

In case of Private Limited Companies, at least 51% (Fifty-One per cent) share shall be held by SC/ST promoters.

### **31. CONDITIONS FOR START-UP COMPANIES & STARTUP CERTIFICATION FROM DIPP: -**

Subject to meeting of Quality and Technical specifications, HCL may consider allowing the participation of "Start up" companies with capability to execute the supply/ services, as per technical specifications/ perform the job as per scope of work specified in the tender and subject to meeting extant & relevant guidelines of Government of India. The bidder who intends to participate as "Start-up" company should enclose the Certificate of Recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India during submission of Technical bid.

**32. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017** is applicable for the tender and takes into account Government of India notification No. P-45021/2/2017-PP (BE-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020) for procurement of any goods or services from any category of bidders, or provide preference to bidders on the grounds of promotion of locally manufactured goods or locally provided services.

All the provisions of the latest revision of the Order P-45021/2/2017-PP (BE-II) dated 16.09.2020 is applicable for this procurement case.

Class-I and Class-II local supplier of enquired items are eligible to participate in the bid as defined in Public procurement (Preference to make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. However, the new bidders, if qualified, shall be put to trials as detailed in the tender documents. Bids are to be submitted/ uploaded in complete accordance with enclosed Tender Documents.

Class-I and Class –II Local suppliers as defined in PPP-MII order 2017 and revision thereof are eligible to participate in the bid. The minimum local content must be 50% for Class-I local supplier and must be minimum 20% and less than 50% for class-II supplier at present. Accordingly, all the bidders are required to submit required Certificate indicating that the bidder is Class-I or Class –II local supplier with minimum percentage of local content in their product as per Public procurement (Preference to Make in India) order 2017 dated 04.06.2020 & subsequent revisions thereof. The certificate is to be issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Allocation of tendered qty.: - The guidelines for distribution of order quantity shall be as per clause 3B of the Public Procurement (Preference to Make in India), Order 2017- Revision regarding dated 16.09.2020 & subsequent revisions thereof.

### **33. RESTRICTION UNDER RULE 144(xi) OF THE GENERAL FINANCIAL RULES (GFRs) 2017:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of Goods, Service including (consultancy services & non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority.

Vide office memorandum ref. No.F.12/1/2021-PPD (Pt.), dated 2<sup>nd</sup> March 2021, relaxation is provided for the procurement of spares parts and other essential service support like Annual Maintenance Contract (AMC) /Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) of their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144 (xi) of GFRs 2017.

All the clauses of Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>

All the bidders are required to submit compliance certificate as asked in the above order No. F. No. 6/18/2019-PPD dated 23.07.2020. The model certificate is given below:

Model certificate for tenders:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.” If the above certificate given by a bidder, whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

#### **34. DECLARATION OF RELATIONSHIP WITH HCL EMPLOYEE:**

It is compulsory for a bidder to declare whether the proprietor/ partner/ Director of the firm has any relation with any employee working in the Units concerned or Director of HCL and if so, give the details and the relationship.

### **B. CLAUSES PERTAINING TO LEGAL ASPECTS**

#### **1. LIQUIDATED DAMAGES:**

Time is the essence of the contract. Liquidated Damages may be levied against suppliers in case of delay in execution of contract beyond the date of completion of job specified in Contract. In case the contractor fails to complete the work within the stipulated period, as fixed in advance, he shall be liable to pay liquidated damage @ half percent per week of the delay subject to a maximum of 10% of the total awarded value of the category (excluding GST). L.D. will be recovered from the contractor's bills or any other dues of contractor with the company.

Extension of contract period may be granted at the discretion of the Competent Authority.

The extension of contract period when granted shall be subject to the following conditions:

No increase in price shall be granted if the same takes place during the extended period, despite a variation clause in the order but reduction, if any, shall be availed of.

Any increase / decrease in taxes and duties on account of statutory increase / decrease fresh imposition of any duties or taxes which take place during the extended period shall be admissible / availed of, provided it is GST creditable / Set off is admissible against these levies.

If it is in the interest of HCL to ensure completion of execution of job and / or fulfillment of contractual obligations subject to levy of LD when reasons for delay are not attributable to HCL.

If the delay in completion of execution of job is attributable to HCL, or due to a Force Majeure event, then Competent Authority may consider waiving of LD, provided the occurrence of the event is informed by notice to HCL, immediately thereof.

#### **2. EVENTS OF DEFAULT:**

The following events shall be termed as Events of Default:

If the Contractor shall not execute the contract in the manner as stipulated in the contract or if it, in the opinion of HCL:

Does not execute the contract in conformity with the provisions of the contract, or

Substantially suspends any part of its execution for a period of fourteen (14) days without authority from HCL, or

Fails to carry on and execute the contract to the satisfaction of HCL, or

Commits or permits any breach of any of the provisions of the contract (on the part of the insurer to be performed or observed), or persists in any of the above mentioned breach of the contract for fourteen (14) days, after notice in writing shall have been given to the contractor by HCL requiring such breach to be remedied, or

Abandons the work(s), or

During the continuance of the contract, becomes bankrupt, makes any arrangement or composition with its creditors, or permits any execution to be levied or goes into liquidation other than for the purpose of amalgamation or reconstruction, or Does not perform as per the agreed programme submitted by the contractor.

**3. TERMINATION DUE TO EVENTS OF DEFAULT:**

a) If HCL decides to terminate this contract, it shall in the first instance issue Preliminary Notice to the contractor. Within 15 days of receipt of the Preliminary Notice, the contractor shall submit to HCL in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non submission of the Contractor's Proposal to Rectify within the said period of fifteen (15) days, HCL shall be entitled to terminate this contract by issuing Termination Notice, and to appropriate any Security, if subsisting.

b) In the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the contractor shall have to its disposal a further period of fifteen (15) days to remedy / cure the underlying Event of Default. If, however, it fails to remedy / cure the underlying Event of Default within the stated period, HCL shall be entitled to terminate this contract and to appropriate the Security, if subsisting.

Penal action like forfeiting of Security Deposit, debarment for future tenders of HCL/ICC for one year may be taken as deemed fit.

**4. FORECLOSURE OF CONTRACT IN FULL OR IN PART:**

If at any time after acceptance of the Tender, HCL shall decide to foreclose or reduce the scope of the work(s) and hence not require the whole or any part of the work to be carried out, the Engineer-in-Charge shall give 10 days' notice in writing to that effect to the contractor, provided that: In the event, any such action is taken by HCL, the contractor shall be paid full amount for the up to date quantum of work executed at work site as per billing schedule under the relevant items of work under this contract and in addition, a reasonable amount as certified by the Engineer-in-Charge or any other agency appointed by HCL for those supplied items which could not be utilized for execution of the work to the full extent because of the foreclosure.

**5. FORCE MAJEURE EVENTS:**

If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, act of hostility of public enemy, civil disruption or sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (here-in-after referred to as events), provided notice of the happening of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance / execution under the contract. Provided also that such performance / execution under the contract should commence as soon as practicable, after such event has come to an end or ceased to exist and the decision of HCL as to whether the performance in whole or in part or any execution under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may opt to terminate the contract. If the contract

is terminated under this clause, HCL shall have the liberty to take over from the contractor at a reasonable price, all unused, undamaged and acceptable materials, machinery, equipments, etc. at the site, being used for the performance of the contract and in the possession of the contractor at the time of such termination of such portion thereof as HCL may deem it fit, except such materials, equipments, etc. that the contractor may with the concurrence of HCL elect to retain. It is also understood in addition that this Force Majeure clause will cover parties' inability to perform on account of change in law or imposition of rules or restrictions by the Government.

**6. AMICABLE RESOLUTION:**

Save where expressly stated to the contrary in this contract, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this contract including disputes, if any, with regard to any acts, decision or opinion of the Engineer-in-Charge and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in part (b) below.

Either Party may require such Dispute to be referred to the work in charge of HCL and the contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting, either Party may refer the Dispute in accordance with the provisions of part (c) below.

In the event that any Dispute has not been resolved as per the provisions of (b) above, the same shall be referred to the Director or a person of equivalent designation, of HCL and the contractor for amicable settlement. Upon such reference, the two shall meet at the earliest as per their mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within fifteen (15) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Arbitration clause.

**7. ARBITRATION:**

Any dispute(s) of difference(s) of any kind whatsoever arising between the parties out of, or relating to the construction, meaning, scope, operation or effect of the contract its validity or its breach thereof, if not settled mutually, shall be referred by the parties to this contract for Arbitration under the Arbitration and Conciliation Act, 1996 and the provisions there under, and the award made in pursuance thereof shall be binding on the parties.

The Arbitrator will be appointed within 30 days of reference to arbitration. A sole Arbitrator will be appointed by the Chairman-cum-Managing Director of Hindustan Copper Limited (HCL), who, according to the 1996 Act, will not stand in conflict of interest with any of the organizations. A declaration to the effect shall be submitted by the Arbitrator, to guarantee impartiality in the proceedings.

In the event of such an arbitrator to whom the matter is originally referred, being vacated his office because of resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Chairman-cum-Managing Director of HCL shall appoint another person to act as arbitrator in his place, who again would not stand in any conflict of interest with both the parties. Such person(s) shall be entitled to proceed from the stage at which his predecessor left it.

The duration of proceedings and the fee structure will be governed by the 1996 Act. The venue of the arbitration shall be Ranchi only. The award of the arbitrator shall be Final and binding on the parties. Any dispute, which arises at any point of time out of Arbitration, shall have the jurisdiction of the court of Ghatsila/Jamshedpur.

Subject to the above, the provision of Arbitration and conciliation Act, 1996 and the Rules there under and the statutory modifications thereof shall govern such arbitration Proceedings and shall be deemed to apply and be incorporated in this contract.

"There shall be no Arbitration for disputes involving claims more than Rs.1 crore. Disputes more than Rs. 1 Crore as above shall be adjudicated under the Provision of Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 as amended and applicable from time to time."

## **ATC – Additional Terms & Conditions (14158)**

The Jurisdiction of the Court shall be Jamshedpur/Jharkhand.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Contract(S) between Central Public Sector (CPSEs)/Port Trust inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income –Tax, Customs & Excise Department), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.05/003/2019/FTS-10937 DATED 14<sup>th</sup> December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

### **8. JURISDICTION OF COURT:**

All disputes pertaining to this contract shall be subject to the jurisdiction of Ghatsila/Jamshedpur Court only.

### **9. LIEN:**

The Company shall have a lien on all amounts that may become due and payable to the Contractor under this or any another contract/transaction of any nature whatsoever between the Company and Contractor including the Earnest Money and receipt of any debit or sum that may become due and payable to the Company or to any one by the Contractor with either along or jointly or transaction or any contract whatsoever between the Company and the Contractor and the Company shall be entitled to deduct the said debit or sum due and payable to the Company (of which the Company shall be the sole judge) or to any one by the Contractor from the amounts aforesaid and the Earnest Money and the Security Deposit without prejudice to the rights and remedies available in the Company.

**ATC – Additional Terms & Conditions (14158)****Annexure-IV  
(Bank Mandate)****MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET  
(For RTGS facility)**

To,  
Hindustan Copper Limited,  
.....  
.....

Dear Sir,

Sub: Authorization for release of payment due from HCL,..... through Electronic fund transfer RTGS.  
(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party: .....

2. Address of the Party: .....

City.....Pin Code..... PAN No.....e-mail ID.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
( 9 digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank name, Branch name and Code number)			
Account Type		Cash Credit	
Savings		Current	
Account Number (as appearing in the in the Cheque Book)			
RTGS/IFSC Code			

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Hindustan Copper Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI EFT/ Internet/RTGS.

Place:

Date

Signature of the Party/Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

N.B. RTGS facilities Center

(Signature of the Authorized Official from the Banks)



PROFORMA OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT  
(On Non-judicial stamp paper of appropriate value)

To  
HINDUSTAN COPPER LTD.

.....  
.....  
.....

Dear Sirs,

M/s.....upon being awarded the work of .....  
.....of Hindustan Copper Limited at.....under Tender/LOI/Work Order  
No.....approached us with the request to furnish Hindustan Copper Limited at  
.....a Bank Guarantee for Rs.....only (Rupees.....only)  
towards security deposit. At their request and in consideration of the promises  
we.....have agreed to give guarantee as hereinafter mentioned.

1. We.....hereby agree and undertake that if in your opinion any default is made by the  
said M/s. ....in performing any of the terms and/or conditions of the agreement or if in  
your opinion he commits any breach of agreement or there is any demand by you against the said  
M/s.....then on notice to us by you we shall on demand without demur and  
without reference to the said M/s.....immediately pay to you, in any manner in which  
you may direct, the said amount of Rs.....only (Rupees.....only) or  
such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time  
require our liability to pay is not dependent or conditional on your proceeding against the said  
M/s.....and we shall be liable to pay the aforesaid amount as and when demanded  
by your merely on a claim being raised by you and even before any legal proceedings are taken against the said  
M/s.....

2. You will have full liberty without reference to us and without affecting this guarantee, to postpone for any time or  
from time to time the exercise of any of the powers and rights conferred on you under the contract with the said  
M/s.....to enforce or to forbear from endorsing any power or right or by reasons of time  
under law relating to sureties would be for the provision have the effect of releasing.

3. Your right to recover the said sum of Rs.....only (Rupees.....only) from us in  
manner aforesaid will not be affected or suspended by reason of the fact that any disputes have been raised by the  
said M/s.....and/or that any dispute or disputes are pending before any officer,  
tribunal or court.

4. Our guarantee herein contained shall not be determined or affected by the liquidation or winding up of dissolution  
or change or constitution or in solvency of the said M/s.....but shall in all respects and for all purposes  
be binding and operative until payment of all money due to you in respect of such liability or liabilities.

5. Our liability under this guarantee is restricted to Rs.....only (Rupees.....only).  
Our guarantee shall be valid up to .....and we are liable to pay the guaranteed amount or any part thereof  
under the Bank Guarantee only & only if you serve upon us a claim or demand or a suit/action to enforce a claim  
under guarantee is filed against us on or before.....

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and this  
undersigned has full power to do under the power of attorney dated.....granted to him by the Bank

Yours faithfully,

.....  
.....

..... (Bank)

(Signature of a person duly authorized to sign on behalf of the Bank)